

S
MATTHEWS & BRANSCOMB
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
ONE ALAMO CENTER
SAN ANTONIO, TEXAS 78205

1800 FIRST CITY BANK TOWER
CORPUS CHRISTI, TEXAS 78477
512-888-9261

TELEPHONE 512-226-4211
TELECOPIER 512-226-0521
TELEX 5106009283
CABLE CODE MBLAW

301 CONGRESS AVENUE, SUITE 2050
AUSTIN, TEXAS 78701
512-320-5055

RECORDATION NO 16809 FILED 1425

MAR 23 1990 -2:00 PM

March 9, 1990

0-082A041

INTERSTATE COMMERCE COMMISSION

RECORDATION NO 16809 FILED 1425

Interstate Commerce Commission
ATTN: Mrs. Mildred Lee
Room 2303
12th & Constitution Avenue, N.W.
Washington, DC 20423

MAR 23 1990 -2:00 PM

INTERSTATE COMMERCE COMMISSION

RE: Texas Southern Railroad, Inc.

Dear Mrs. Lee:

Enclosed are two copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The primary document is an Assignment of Security Agreement, dated March 5, 1990. The names and addresses of the parties to the document are as follows:

Mortgagor: Texas Southern Railroad, Inc.
P. O. Box 5752
San Antonio, Texas 78201

Assignor: Fidelity Bank, N.A.
P. O. Box 101508
San Antonio, Texas 78201-9508

Assignee: Transcisco Industries, Inc.
555 California Street, Suite 2420
San Francisco, California 94104

Also, the equipment covered by the document is described as follows:

TS 100 (ex-USS 723A) F7-A unit EMD Locomotive, Built 6/52,
Serial No. 16595

TS 101 (ex-USS 723B) F7-B unit EMD Locomotive, Built 2/53,
Serial No. 17913

MATTHEWS & BRANSCOMB
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

Interstate Commerce Commission
March 9, 1990
Page 2

TS 102 (ex-USS 724A) F7-A unit EMD Locomotive, Built 6/52,
Serial No. 16596

TS 103 (ex-USS 724B) F7-B unit EMD Locomotive, Built 2/53,
Serial No. 17914

TS 104 (ex-USS 726A) F7-A unit EMD Locomotive, Built 2/53,
Serial No. 17910

TS 105 (ex-USS 726B) F7-B unit EMD Locomotive, Built 2/53,
Serial No. 17920

TS 107 (ex-USS 712B) F7-B unit EMD Locomotive, Built 3/51,
Serial No. 13689

Ex-ATSF 3118, Budd 1938, Lot 999B, Bar 46-seat Lounge
Passenger Car

Ex-SF 1388, Budd 1941, Lot 96907, Bar 48-seat Lounge,
Newstand, Nurse Room

Ex-SF 1389, Budd 1941, Lot 96907, Bar 48-seat Lounge,
Newstand, Nurse Room

Ex-NYC 406, Budd 1947, Lot 9610-023, 68-seat Diner Table Car
Amtrak 9545 (ex-BN 4730) Budd 1947, Lot 9846-015 California
Zephyr 52-seat Dome Coach

EX-IC 4128, Pullman Standard 1950, Plan 7605, 68-seat Dining
Car

EX-IC 4128A, Pullman Standard 1950, Plan 7607, Kitchen
Dormitory

Ex-RI 855, Budd 1953, Lot 9605-136, Baggage Car

and all appurtenances pertaining to said locomotives or
cars.

A short summary of the document to appear in the index
follows:

Assignment and Transfer of Note and Liens between Federal
Deposit Insurance Corporation as Receiver for Fidelity Bank,
N.A., P. O. Box 101508, San Antonio, Texas 78201-9508 and

MATTHEWS & BRANSCOMB
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

Interstate Commerce Commission
March 9, 1990
Page 3

Transcisco Industries, Inc., 555 California Street, Suite 2420, San Francisco, California 94104, dated March 5, 1990, and covering the following railroad cars owned by Texas Southern Railroad, Inc. (List cars described above)

In addition, please find a Security Agreement, dated March 5, 1990, the names and addresses of the parties to the document are as follows:

Mortgagor: Texas Southern Railroad, Inc.
P. O. Box 5752
San Antonio, Texas 78201

Mortgagee: Transcisco Industries, Inc.
555 California Street, Suite 2420
San Francisco, California 94104

Equipment covered by the document is described as follows:

TS 100 (ex-USS 723A) F7-A unit EMD Locomotive, Built 6/52,
Serial No. 16595

TS 101 (ex-USS 723B) F7-B unit EMD Locomotive, Built 2/53,
Serial No. 17913

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Serial No. 17914

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TS 105 (ex-USS 726B) F7-B unit EMD Locomotive, Built 2/53,
Serial No. 17920

TS 107 (ex-USS 712B) F7-B unit EMD Locomotive, Built 3/51,
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Ex-ATSF 3118, Budd 1938, Lot 999B, Bar 46-seat Lounge
Passenger Car

Ex-SF 1388, Budd 1941, Lot 96907, Bar 48-seat Lounge,
Newstand, Nurse Room

1/2

Interstate Commerce Commission
Washington, D.C. 20423

3/26/90

OFFICE OF THE SECRETARY

Julie A. Roppenheffer
Matthews & Branscomb
One Alamo Center
San Antonio, Texas 78205

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 3/23/90 at 2:30pm, and assigned recordation number(s). 16809 & 16809-A

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy of the original Assignment and Assumption Agreement dated June 15, 1993, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
June 16, 1993

MAR 23 1990 -2:00 PM

SECURITY AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS SECURITY AGREEMENT is made as of March 5, 1990 between TEXAS SOUTHERN RAILROAD, INC., a Texas corporation ("Borrower"), and TRANSCISCO INDUSTRIES, INC., a Delaware corporation ("Secured Party").

I
DEFINITIONS

"Agreement" means this Security Agreement.

"Loan Agreement" means that certain Interim Loan Agreement between Borrower and Secured Party dated as of even date herewith.

"Collateral" means all of Borrower's right, title and interest in and to the equipment listed on Exhibit A attached hereto, and all accessions and additions thereto, parts and appurtenances thereof, substitutions therefor and replacements and proceeds thereof.

"Event of Default" means any event described in Article VI.

"Lien" means any voluntary or involuntary security interest, mortgage, pledge, lien, claim, charge, encumbrance, title retention agreement, or third party interest in, of or on all or any part of the Collateral.

"Note" means that certain promissory note dated of even date herewith in the principal amount not to exceed Five Hundred Thousand Dollars (\$500,000), wherein Borrower is the maker and Secured Party is the payee, which was executed and delivered in accordance with the terms and conditions of the Loan Agreement.

"Obligations" means the obligations of Borrower to the Secured Party now existing or hereafter arising, direct or indirect, absolute or contingent, due or to become due, matured or unmatured, liquidated or unliquidated, arising by contract, operation of law or otherwise, now existing or hereafter arising under the Loan Agreement and the Note, in each case as such instrument is originally executed on the date hereof, or as modified, amended, restated, supplemented or extended, and all obligations of Borrower to the Secured Party arising out of any extension, refinancing or refunding of any of the foregoing obligations.

II
GRANT OF SECURITY INTEREST

Borrower hereby grants to Secured Party a continuing security interest in and lien on the Collateral to secure the timely payment and performance of the Obligations. Secured Party's interest in the Collateral is in addition to and is not merged with, reduced,

and does not replace any interest in the Collateral now held or hereafter acquired by Secured Party.

III REPRESENTATIONS AND WARRANTIES

Borrower hereby represents and warrants to Secured Party that, except as disclosed on Schedule 1 hereto:

3.1 Organization and Standing. Borrower is a corporation duly organized and validly existing under, and by virtue of, the laws of the State of Texas, and is in good standing under such laws. Borrower has the requisite corporate power to own and operate its properties and assets, and to carry on its business as presently conducted. Borrower is qualified as a foreign corporation in each jurisdiction in which a failure to so qualify would have a material adverse affect on Borrower's financial condition or the conduct of its business.

3.2 Authorization, Validity, Enforceability. Borrower has the full right, power and authority to execute, deliver and perform this Agreement in accordance with its terms. All action on the part of Borrower, its officers, directors and shareholders necessary for the execution and delivery of this Agreement has been taken. This Agreement, when executed and delivered, will constitute a valid and binding obligation of Borrower, enforceable in accordance with its terms except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application relating to or affecting enforcement of creditors rights or rules concerning equitable remedies. This Agreement creates a security interest which is enforceable against the Collateral in which Borrower now has rights and will create a security interest enforceable against the Collateral in which Borrower hereafter acquires rights at the time Borrower acquires any such right.

3.3 Conflicting Laws and Contracts. Neither the execution and delivery by Borrower of this Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Borrower, Borrower's articles of incorporation or by-laws, or the provisions of any indenture, instrument or agreement to which Borrower is a party or is subject, or by or which it, or its assets are bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement.

3.4 Chief Executive Office. Borrower's chief executive office and location of the books and records of Borrower is 1000 North Alamo, San Antonio, Texas 78215. There are no places

outside of the State of Texas where property comprising a party of the Collateral and having value in excess of One Thousand Dollars (\$1,000) is located.

3.5 Title. Borrower is the owner of the Collateral free from any adverse lien, security interest or encumbrance.

3.6 Names. Borrower has not conducted business under any name other than the name in which it has executed this Security Agreement.

3.7 Financing Statements. No financing statement naming Borrower as debtor, which has not lapsed or been terminated, has been filed in any jurisdiction, except as listed in Schedule 2 attached hereto.

IV COVENANTS

Borrower hereby covenants and agrees as follows:

4.1 Collateral. Borrower will not change any markings or serial numbers of any of the Collateral unless it has first given notice in writing to Secured Party of such change.

4.2 Chief Executive Office. Borrower will not change the location of its chief executive office or the location where its books and records are kept without first giving notice thereof to Secured Party. Borrower will give Secured Party thirty (30) days prior written notice as to any change in the location of any property comprising a part of the Collateral other than changes in the location of equipment which are made in the ordinary course of Borrower's business and which do not constitute changes in the domicile of such equipment.

4.3 Insurance. Borrower will maintain at all times with respect to the Collateral such insurance as is required by the Loan Agreement, such insurance to be payable to Secured Party and Borrower as their interests may appear, subject to the rights of the lienholders disclosed in Schedule 2. All policies of insurance shall provide for thirty (30) days minimum written cancellation notice to Secured Party. Borrower shall furnish to secured Party certificates or other evidence reasonably satisfactory to Secured Party of compliance with the foregoing insurance provisions. During the continuance of any Event of Default, secured Party may act as attorney for Borrower in obtaining such insurance and endorsing any drafts, and in adjusting, settling and cancelling such insurance. During the continuance of an Event of default, any amounts collected or received under any such policies shall be applied, subject to the rights of the lien holders disclosed in Schedule 4, by Secured Party to the Obligations in accordance with the provisions of Article VII (b) or, at the option of Secured

Party, the same may be released to Borrower, but such application or release shall not cure or waive any default hereunder and no amount so released shall be deemed a payment on any Obligation secured hereby.

4.4 Liens. Except as provided in Schedule 2, Borrower will be the owner of the Collateral free of any Lien and Borrower will defend the same against all claims and demands of all person at any time claiming the same or any interest therein adverse to Secured Party; and Borrower shall not create, incur, or suffer to exist any Lien on any of the Collateral in favor of any person other than Secured Party.

4.5 Disposition of Collateral. Borrower will not sell, lease or otherwise dispose of the Collateral or any interest therein.

4.6 Maintenance of Collateral. Borrower will keep the Collateral in good order and repair in accordance with industry standards, and will not use the same in violation of law or any policy of insurance thereof if such violation could reasonably be expected to result in a material adverse effect on the business, assets or financial condition of Borrower or in the cancellation of such policy of insurance. Borrower will maintain complete and accurate records with respect to the Collateral.

4.7 Inspection. Borrower will permit Secured Party to inspect the Collateral at any reasonable time upon reasonable notice, wherever located.

4.8 Taxes. Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use and operation or upon this Agreement. In its discretion, Secured Party may discharge taxes and other encumbrances at any time levied or placed on the Collateral which remain unpaid in violation of the Loan Agreement and pay any necessary filing fees. Secured Party shall have no obligation to Borrower to make any such expenditures, nor shall the making thereof relieve Borrower of any default.

4.9 Notice of Default. Borrower will give Secured Party prompt notice of the occurrence of any Event of Default or potential default and any other development, financial or otherwise, which might materially adversely affect the Collateral, or the ability of Borrower to perform the Obligations.

4.10 Further Assurances. Borrower will execute and deliver to Secured Party from time to time at its request all documents and instruments, including without limitation financing statements and supplemental security agreements, and take all action as Secured Party may reasonably deem necessary or proper to perfect or otherwise protect the security interest and lien created hereby.

V
POWER OF ATTORNEY

Borrower acknowledges Secured Party's right, to the extent permitted by applicable law and in good faith, singly to execute and file financing statements without execution by Borrower.

VI
EVENTS OF DEFAULT

The occurrence of any one or more of the following events shall constitute an Event of Default under this Agreement:

(a) any representation or warranty made by Borrower to Secured Party hereunder shall be false as of the date on which made;

(b) a breach by Borrower of any of the terms or provisions of this Agreement for a period of thirty (30) days after written notice from Secured Party to Borrower of such breach;

(c) any Obligation shall not be paid when due, whether at stated maturity, upon any accelerated maturity or otherwise;

(d) Secured Party shall not have a perfected security interest in the Collateral, prior to all liens except those listed in Schedule 2.

(e) any of the Collateral shall be lost, stolen, substantially damaged or destroyed.

(f) any Event of Default under the Loan Agreement, as that term is defined therein.

VII
REMEDIES

Upon the occurrence of any Event of Default hereunder, without necessity of demand or notice to Borrower, Secured Party shall have all rights of a Secured Party under the Texas Business and Commerce Code, and all powers and remedies otherwise available to it by statute or rule of law. Without limiting in any way the generality of the foregoing, upon the occurrence of any Event of Default, to the fullest extent permitted by applicable law:

(a) Secured Party may, without demand of performance or advertisement or notice of intention to sell or of time or place of sale or of redemption or other notice or demand whatsoever (except that Secured Party shall give to Borrower at least ten (10) days notice of the time and place of any proposed sale or other disposition), all of which are hereby expressly waived, sell at public or private sale or otherwise realize upon the whole or from

time to time any part of the Collateral in or upon which Secured Party shall have a security interest or lien hereunder, or any interest which Borrower may have therein.

(b) Upon any realization upon the Collateral by Secured Party, whether by receipt of insurance proceeds or upon foreclosure and sale of all or part of the Collateral, the proceeds thereof shall be applied, subject to the rights of other lien holders disclosed in Schedule 4, (i) first, to the payment of reasonable expenses incurred with respect to maintenance and protection of the Collateral and of expenses incurred with respect to the sale of or realization upon any of the Collateral or the perfection, enforcement or protection of the rights of secured Party (including reasonable attorney fees and legal expenses); (ii) second, to all amounts of interest, expenses and fees outstanding which constitute the Obligations; (iii) third, to all amounts of principal outstanding which constitutes the Obligations; and (iv) fourth, any surplus shall be paid to Borrower. Borrower shall be liable for any deficiency remaining unpaid after such application.

(c) If notice of any sale or other disposition is required by law to be given to Borrower, Borrower hereby agrees that a notice given as provided in subsection (a) above shall be reasonable notice of such sale or other disposition. Borrower also agrees to assemble the Collateral at such place or places Secured Party reasonably designates by written notice. At any such sale or other disposition secured Party may itself purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released by Borrower.

(d) Secured Party may enter upon the premises of Borrower, exclude Borrower therefrom, and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court therefor, and may, at its option, use, operate, manage and control the Collateral in any lawful manner and may collect and receive all rents, income, revenue, earnings, issues and profits therefrom, and may maintain, repair, renovate, alter or remove the Collateral as Secured Party may reasonably determine in its discretion, and any such monies so collected or received by Secured Party shall be applied to, or may be accumulated for application upon, the Obligations in accordance with subsection (b) above.

Secured Party shall give notice to Borrower of any enforcement action taken by it pursuant to this Article promptly after commencing such action.

VIII
MARSHALLING

Secured Party shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), the Obligations, or any of them, or to resort to such security in any particular order; and all of its rights hereunder and in respect of such securities shall be cumulative and in addition to all other rights, however existing or arising. Borrower hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured, and to the extent that it lawfully may waive such benefits, Borrower hereby irrevocably waives the benefits of all such laws.

IX
BORROWER'S OBLIGATIONS

To the extent permitted by applicable law, the obligations of Borrower under this Agreement shall remain in full force and effect without regard to, and shall not be impaired by (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Borrower; (ii) any exercise or non-exercise, or any waiver by Secured Party of any right, remedy, power or privilege under or in respect of any of the Obligations or any security therefor (including this Agreement); (iii) any amendment to or modification of this Agreement or any instrument evidencing any of the Obligations or pursuant to which any of them were issued; (iv) any amendment to or modification of any instrument or agreement (other than this Agreement) securing any of the Obligations; or (e) the taking of additional security for or any guaranty of any of the Obligations or the release or discharge or termination of any security or guaranty for any of the Obligations; and whether or not the Borrower shall have notice or knowledge of any of the foregoing.

X
NO WAIVER

No failure on the part of Secured Party to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Secured Party of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to Secured Party or allowed to it by law or other agreement including, without limitation, the Loan Agreement and the Note, shall be cumulative and not exclusive of any other, and, subject

to the provisions of this Agreement, may be exercised by Secured Party from time to time.

XI
EXPENSES

Borrower agrees to pay, on demand, all reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees and expenses for legal services of every kind) of Secured Party incidental to the sale of, or realization upon, any of the Collateral or in any way relating to the perfection, enforcement or protection of the rights of Secured Party hereunder; and Secured Party may at any time apply to the payment of all such costs and expenses all monies of Borrower or other proceeds arising from its possession or disposition of all or any portion of the Collateral pursuant to this agreement.

XII
AMENDMENTS

No amendment or waiver of any provisions of this Agreement shall be effective unless in writing and signed by the parties hereto.

XIII
CONTINUING SECURITY INTEREST

This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until indefeasible payment in full of the Obligations.

XIV
GOVERNING LAW

Except as otherwise required by the laws of any jurisdiction in which any Collateral is located, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

XV
TERMINATION

Upon payment in full of the Obligations, this Agreement shall terminate and Borrower shall be entitled to the return, at Borrower's expense, of such Collateral in the possession or control of Secured Party as has not theretofore been disposed of pursuant to the provisions hereof.

XVI
NOTICES

Except as otherwise expressly provided herein, all notices and other communications made or required to be given pursuant to this Agreement shall be made in accordance with the provisions of Section 8.1 of the Loan Agreement.

XVII
COUNTERPARTS

This Agreement may be executed in any number of counterparts which, when taken together shall constitute but one agreement.

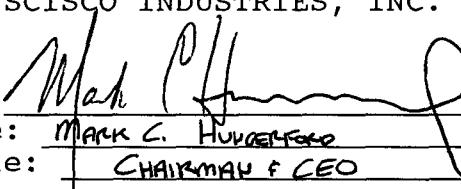
XVII
ENTIRE AGREEMENT

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN BORROWER AND LENDER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN SECURED PARTY AND BORROWER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

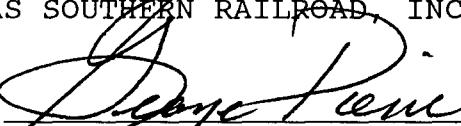
SECURED PARTY:

TRANSCISCO INDUSTRIES, INC.

By: 
Name: Mark C. Hungerford
Title: Chairman & CEO

BORROWER:

TEXAS SOUTHERN RAILROAD, INC.

By: 
Name: George P. Peirce
Title: Chairman & CEO

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 8th day of March,
1990 by George Pierce, the Chairman and Chief Executive Officer,
of Texas Southern Railroad, Inc., a Texas corporation, and
by Mark C. Hungerford, the Chairman and Chief Executive Officer,
of Transcisco Industries, Inc., a California corporation on behalf
of said corporations.



Georgina Yoast

Notary Public

My Commission Expires: 7/29/91

EXHIBIT "A"

TS 100 (ex-USS 723A) F7-A unit EMD Locomotive, Built 6/52, Serial No. 16595

TS 101 (ex-USS 723B) F7-B unit EMD Locomotive, Built 2/53, Serial No. 17913

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EX-IC 4128, Pullman Standard 1950, Plan 7605, 68-seat Dining Car

EX-IC 4128A, Pullman Standard 1950, Plan 7607, Kitchen Dormitory

Ex-RI 855, Budd 1953, Lot 9605-136, Baggage Car

and all appurtenances pertaining to said locomotives or cars.

**Schedule I
To Security Agreement**

Schedule of Exceptions

3.3 Conflicting Laws and Contracts.

The granting of a security interest in the Collateral may create an event of default under a Security Agreement entered into between the Borrower and Willard L. King on August 25, 1988.

3.5 Title.

(1) Pursuant to a Security Agreement dated August 18, 1988 between Borrower and Fidelity Bank, N.A. ("Fidelity"), Borrower has granted to Fidelity a first priority security interest in the Collateral.

(2) Pursuant to a Security Agreement dated August 25, 1988 entered into between Borrower and Willard L. King, Borrower has granted to Mr. King a security interest in the Collateral junior to that of Fidelity.

Schedule 2
To Security Agreement
Financing Statements

(See Attached)

State

4425.00 /

INFO: AMERICA - TEXAS DECE AND FLIBERTY TAX LINES - Summary
SEARCH KEY: TEXAS SOUTHERN RAILROAD

26-12-1990

No.	Debtor	Secured Party/Assignee	Type	Date Filed
1	TEXAS SOUTHERN RAILROAD IN	BROADWAY NATIONAL BANK	UCC	03-12-85 T
2	TEXAS SOUTHERN RAILROAD IN	BROADWAY NATIONAL BANK	UCC	10-12-86 T
3	TEXAS SOUTHERN RAILROAD IN	WILLARD L KING INVESTMENTS	UCC	12-01-85
4	TEXAS SOUTHERN RAILROAD IN	BROADWAY NATIONAL BANK	UCC	06-19-87 T
5	TEXAS SOUTHERN RAILROAD IN	FIRST REPUBLIC BANK SAN ANTONIO	UCC	01-29-88 A
6	TEXAS SOUTHERN RAILROAD IN	FIDELITY BANK N A	UCC	02-20-83
7	TEXAS SOUTHERN RAILROAD IN	WILLARD L KING	UCC	04-17-84
8	TEXAS SOUTHERN RAILROAD IN	DR HENRY TENPLURT JR	UCL	07-11-89
9	TEXAS SOUTHERN RAILROAD IN	TRE	TAX	04-13-89
10	TEXAS SOUTHERN RAILROAD IN	TRE	TAX	06-01-89
11	TEXAS SOUTHERN RAILROAD IN	TRE	TAX	06-12-89
12	TEXAS SOUTHERN RAILROAD CO	NATIONAL RAILROAD PASSENGER	UCL	12-14-89

Number of items listed: 12 Tax Lien entry in Alvarado, TX, etc.
and 1 Tax Lien entry in Ft. Worth, TX

Exhibit 11-10-17-15

Debtors listing only,
not as a secured party

* 2-26-90 ordered
fax will come 2-27-90
Certified copies by mail
estimated Cost \$275.00

FEB 27 '90 12:49 CAPITOL SERVICES INC. P.2

This Financing Statement is presented to a filing Office for filing pursuant to the Uniform Commercial Code.
1. Debtor(s) Name and Mailing Address: 2. Secured Party(ies) Name and Address: 3. For Filing Officer, Date, Time, Month and
(Name abbreviate)
(Name abbreviate)

TEXAS SOUTHERN RAILROAD, INC.
P.O. Box 5752
San Antonio, Texas 78201

BROADWAY NATIONAL BANK
P.O. Box 17001
San Antonio, Texas 78266

Date, Time, Month and
Filing Office:

APR 10 06 11 22 28

SECY OF TEXAS
FILED BY D.A.M.

4. This Financing Statement covers the following types (or items) of property:
(check all that apply) If collateral is crops, fixtures, lumber or minerals, read instructions on
back.)

- 1 - Amtrak #9495 (Formerly BN4730) Budd 1947 Stainless steel dome lounge (coach).
1 - Amtrak #8300 (Formerly C&O 1920) Budd 1948 Stainless steel dining lounge.

Check only if applicable

11 This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented _____

12 This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral.

- (check all that apply) _____
_____ already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this
state or
_____ already subject to a financing statement filed in another country
_____ which portions of the original collateral described above in which a security interest was perfected, or
_____ as to which the filing has lapsed or
_____ required official change of name, identity or corporate structure of the debtor.

TEXAS SOUTHERN RAILROAD, INC.

Use whichever signature line is applicable

By _____

John S. Baynard
Signature(s) of Secured Party(ies)

By _____
Signature(s) of Debtor(s)

NOTE: Attaching exhibit real pages to a standard form will render the form into a nonstandard
form debt instrument. See Article 1 of UCC 1-201 of Texas

FILING OFFICER'S NOTE:
All or parts of the text of this
Instrument is not clearly legible
for satisfactory recordation

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY
CERTIFIES that this document bearing the noted certification
stamp and assigned file number is a true and correct
photographic reproduction of the original record now in my
lawful custody and possession, as the same is filed and
microfilmed in the Uniform Commercial Code financing
statement records of my office.

IN TESTIMONY WHEREOF, I
have hereunto affixed my
name officially and caused
to be impressed hereon the
Seal of State

FEB 27 1990



John S. Baynard Jr.

TEXAS SOUTHERN RAILROAD, INC.
P.O. Box 5752
San Antonio, Texas 78201

BROADWAY NATIONAL BANK
P.O. Box 17001
San Antonio, Texas 78286

FILED 8:00 A.M.

MAY 12 1983

This instrument refers to original Financing Statement No. 112228
Check if applicable The Financing Statement Change is to be filed for record in the real estate records.

Date Filed 4-10-83

<input type="checkbox"/> B. Continuation <input type="checkbox"/> of <input type="checkbox"/> this instrument Instrument is still effective.	<input checked="" type="checkbox"/> C. Assignment <input type="checkbox"/> of record has transferred its interest in the item(s) described to:	<input type="checkbox"/> D. Termination <input type="checkbox"/> of record has terminated its interest in the item(s) described above under the Uniform Commercial Code.	<input type="checkbox"/> E. Partial Release <input type="checkbox"/> of record has released the following collateral:	<input checked="" type="checkbox"/> F. Amendment <input type="checkbox"/> to the financing statement is described on page 2 of this document.
---	--	---	--	--

Correct: Amtrak #9495 (Formerly BN 4730) Budd 1947 Stainless steel dome lounge
(coach)

To Read: Amtrak #9543 (Formerly BN4730) Budd 1947 Stainless steel dome lounge
(coach)

TEXAS SOUTHERN RAILROAD, INC.

BROADWAY NATIONAL BANK

George S. Baynard Jr. *Christopher J. Darnell*
Signature(s) of Debtor(s) Signature(s) of Lessor(s)/lessor(s)

Filing Officer Copy — Numerical

671147

NOTE: Attaching additional pages to a standard form will render the form into a non-standard.

STANDARD FORM—FORM UCC-9 (REV. 7-1-83) — APPROVED BY SECRETARY OF STATE OF TEXAS

THE ODEA COMPANY, DALLAS, TEXAS 75219

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

IN TESTIMONY WHEREOF, I
have hereunto affixed my
name officially and caused
to be impressed hereon the
Seal of State



George S. Baynard Jr.

3. Date, Time, Number and Filing Officer (Filing Officer's Use Only)

SECY OF TEXAS

AUG 26 '88

FILED 8:00 AM

1. Debtor(s) Name and Mailing Address (Do not abbreviate)
Texas Southern Railroad, Inc.
P. O. Box 5752
San Antonio, Texas 78201

2. Secured Party or Record and Mailing Address
Broadway National Bank
P. O. Box 17001
San Antonio, Texas 78266

Microfilm Index Number (Filing Officer's Use Only)

1 1 1 0 0 7 1 5 2 0 0

4. This statement refers to original

Financing Statement No. 86-112228
Date filed April 10, 1986

Check only If applicable This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented.

5. AMENDMENT—The financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.
- TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.
- PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
- F. TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

1 Amtrak #9495 also known as Amtrak #9545 (Formerly BN4730) Budd 1947
Stainless steel dome lounge (coach).

— 1 Amtrak #8300 (Formerly C+O 1920) Budd Stainless steel dining lounge.

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

FEB 27 1988 IN TESTIMONY WHEREOF, I
have hereunto affixed my
name officially and caused
to be impressed heron the
Seal of State



George S. Baynard Jr.

BROADWAY NATIONAL BANK

715200

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(s)

This instrument is presented to a filing officer for filing pursuant to the Uniform Commercial Code—11 U.S.C. § 831; Tex. Com. Code Art. 1, § 101 (1979).

(1) Filed Office Copy—Numerical

STANISLAVSKI - FORM UCC 3 (PLAT 900) - 1986 ORIGIN - THE SECRETARY OF STATE OF TEXAS

1. The name of the filing officer by title and in full in the Uniform Commercial Code
2. Name and address of the Debtor

Textron Southern Refining Co., Inc.
P.O. Box 310000
P. O. Box 310000
San Antonio, TX 78280

3. Name and Address of Secured Party (if different from Debtor)

OCT-985284272
SECY OF TEXAS
FILED 6/11/81

4. Name and address of the Secured Party (if different from Debtor)

Broadway National Bank
P. O. Box 17001
San Antonio, TX 78280

5. Name and address of the collateral covered

6. Description of collateral or assets, fixtures, timber or minerals, used instructions on
7. Name and address of the debtor

8. Name and address of the secured party

Check only if applicable:

(1) This financing statement is to be filed for record in the good faith records

Number of additional sheets presented
 Products of collateral are also covered.

(2) This instrument is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

- (3) already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
 already subject to a financing statement filed in another county
 which is a record of the original collateral described above, in which security interest was perfected, or
 in which the filing has lapsed, or

(4) **Indicate below the name, identity or corporate structure of the debtor.**

T. & J. Southern Refining Co., Inc.

Broadway National Bank

Use whichever signature line is applicable

By 
Chris Chapman, Secretary of State

NOTE: Attach or attach pages to a standard form will render the form in a legible manner for filing. The date company Dallas, Texas 75204
is required to be present on the instrument.

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

IN TESTIMONY WHEREOF, I have hereunto affixed my name officially and caused to be impressed thereon the Seal of State

FEB 27 1980

FILING OFFICER'S NOTE:
All or parts of the text of this instrument is not clearly legible for satisfactory recitation



George S. Baynard Jr.

SECOY OF TEXAS

AUG 26 '80

FILED 8:00 AM

1. Debtor(s) Name and Mailing Address (Do not abbreviate)

Texas Southern Railroad, Inc.
1100 Loop 410 NW
P. O. Box 3752
San Antonio, TX 78201

2. Secured Party or Record and Mailing Address:

Broadway National Bank
P. O. Box 17001
San Antonio, TX 78286

Microfilm Index Number (Filing Officer's Use Only)

1 7 0 0 7 1 ; 1 9 3

4. This statement refers to original

Financing Statement No. 86-294872

Date filed October 9, 1986.

Check only if applicable This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented _____.

5. A. AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction 2 on back of form for additional information.
- B. TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.
- C. PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- D. CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- E. PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
- F. TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

6.

EX-SP1388 Budd 1941, Lot 96907 Bar, 48-seat Lounge (club car)
EX-SP1389 Budd 1941, Lot 96907 Bar, 48-seat Lounge (club car)

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

FEB 27 1980

IN TESTIMONY WHEREOF, I have hereunto affixed my name officially and caused to be impressed hereon the Seal of State



715199-A

715199 Broadway National Bank

By _____ Signature(s) of Debtor(s)

Signature(s) of Secured Party

(1) Filing Officer Copy - Filer/Entered

1. Name or style under which the Debtor is known to the Uniform Commercial Code	2. Address (Party/ies) Name and Address	3. For Filing Officer (Name, Title, etc.)
1. Post Office and Mailing Address THE TEXAS SOUTHERN RAILROAD, INC. P.O. Box 3752 Ft. Worth, Texas 76101	WILLARD L. KING INVESTMENTS Energy Plaza II, Suite 218 8610 N. New Braunfels Avenue San Antonio, Texas 78217	REC'D 02-05-1990 SECY OF THE FILED 02-05-1990

4. This financing statement relates to the following types of item(s) of property
(check all collateral if crops, fixtures, timber or minerals, read instructions on back.)

Car #C-WP 812-Silver Feather dome 46-seat
passenger railroad car built by Budd 4/1971, 3 1/2 0 0 0
Lot 9655-021, and all apertures pertaining to said
railroad car.

Check only if applicable

This instrument is to be filed for record in the real estate records

Number of additional sheets presented

Products of collateral are also covered.

5. If this statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral
(Please check) otherwise subject to a security interest in another jurisdiction when it was brought into this state, or when the existing security interest
pertains thereto
 shipped to this state, or
 already subject to a financing statement filed in another county.
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 as to which the filing was based, or
 acquired after a change of name, identity or corporate structure of the debtor.

TEXAS SOUTHERN RAILROAD, INC.

George S. Baynard, - President *Willard L. King*
 Signature of Debtor Signature of Secured Party
 (1) Filing Officer Copy - Numerical

STANDARD FORM - (Title UCC-1 (Rev. 9-83)) APPROVED BY THE SECRETARY OF THE STATE OF TEXAS - FORM 11-1848 - PRINT GRAPHIC, P.O. BOX 1214, AUSTIN, TEXAS 78767

FILING OFFICER'S NOTE:
All or parts of the text of this
instrument is not clearly legible
for satisfactory recordation

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

IN TESTIMONY WHEREOF, I have hereunto affixed my name officially and caused to be impressed hereon the Seal of State

FEB 2 7 1990



George S. Baynard Jr.

AUG 19 1987 214822

SECY OF TEXAS
FILED 8:00 A.M.

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)
TEXAS SOUTHERN RAILROAD, INC.
P. O. Box 5732
San Antonio, Texas 78201

Microfilm Index Number. (Filing Officer's Use Only)

0 0 0 0 0 2 1 4 6 2 2

2. Secured Party(ies) Name and Mailing Address:
Broadway National Bank
P.O. Box 17001
San Antonio, Texas 78286

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

See Attached Schedule "A"

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

IN TESTIMONY WHEREOF, I
have hereunto affixed my
name officially and caused
to be impressed hereon the
Seal of State

FEB 2 7 1980
SAC



George S. Baynard Jr.

Check only
if applicable

- Products of collateral are also covered.
 This Financing Statement is to be filed for record
in the real estate records. Number of additional sheets presented _____
8. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral
- already subject to a security interest in another jurisdiction which it was brought into this state, or when the debtor's location was changed to this state, or
 already subject to a financing statement filed in another country, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 as to which the filing has lapsed, or
 acquired after a change of name, identity or corporate structure of the debtor

TEXAS SOUTHERN RAILROAD, INC.

BROADWAY NATIONAL BANK

Use whichever signature line is applicable

By

George S. Baynard Jr.

This is a copy of a document filed in accordance with the Uniform Commercial Code. It does not contain all the information contained in the original document.

By

Christopher S. Baynard

SCHEDULE "A"

TS 100 (ex-USS 723A) F7-A unit EMD Locomotive, Built 6/52, Serial No. 16395 6 2 2
TS 101 (ex-USS 723B) F7-B unit EMD Locomotive, Built 2/53, Serial No. 17913
TS 102 (ex-USS 724A) F7-A unit EMD Locomotive, Built 6/52, Serial No. 16396
TS 103 (ex-USS 724B) F7-B unit EMD Locomotive, Built 2/53, Serial No. 17914
TS 104 (ex-USS 726A) F7-A unit EMD Locomotive, Built 2/53, Serial No. 17910
TS 105 (ex-USS 726B) F7-B unit EMD Locomotive, Built 2/53, Serial No. 17920
TU 107 (ex-USS 712B) F7-B unit EMD Locomotive, Built 3/51, Serial No. 13689
Ex-ATSP 3118, Budd 1938, Lot 999B, Bar 46-seat Lounge Passenger Car
Ex-SF 1388, Budd 1941, Lot 96907, Bar 48-seat Lounge, Newsstand, Nurse Room
Ex-SP 1389, Budd 1941, Lot 96907, Bar 48-seat Lounge, Newsstand, Nurse Room
Ex-NYC 406, Budd 1947, Lot 9610-023, 68 seat Diner Table Car
Amtrak 8300 (ex-C&O 1920) Budd 1948, Lot 9672-017, BE Observation 48 seat Diner
Amtrak 9545 (ex-BN 4730) Budd 1947, Lot 9846-015, California Zephyr 32 seat Dome Coach
Ex-IC 4128, Pullman Standard 1950, Plan 7605, 68 seat Dining Car
Ex-IC 4128A, Pullman Standard 1950, Plan 7607, Kitchen Dormitory
Ex-RI 855, Budd 1953, Lot 9605-136, Baggage Car

and all appurtenances pertaining to said locomotives or cars.

RECEIVED
COPY OF
2:00 PM
TEXAS SOUTHERN RAILROAD, INC.

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

IN TESTIMONY WHEREOF, I have hereunto affixed my name officially and caused to be impressed hereon the Seal of State

FEB 2 7 1980

BY: George W. Pierce
George W. Pierce, President
BY: Willard L. King
Willard L. King



George W. Pierce

SECY OF TEXAS

SEP 7 '00

FILED 9:10 AM

1. Debtor(s) Name and Mailing Address (Do not abbreviate)
TEXAS SOUTHERN RAILROAD, INC.
 P. O. Box 5752
 San Antonio, Texas 78201

2. Secured Party or Record and Mailing Address
Broadway National Bank
 P. O. Box 17001
 San Antonio, TX 78286

Microfilm Index Number (Filing Officer's Use Only)

0 1 1 0 0 5 9 5 9 ? ?

4. This statement refers to original
 Financing Statement No. 87-214622
 Date filed Aug. 19 1987

Check only if applicable This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented _____.

- 5.
- A. AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See Instruction 2 on back of form for additional information.
 - B. TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.
 - C. PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
 - D. CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
 - E. PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement bearing the file number shown above.
 - F. TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown above.

CERTIFIED COPY CERTIFICATE

6. The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

IN TESTIMONY WHEREOF, I have hereunto affixed my name officially and caused to be impressed hereon the Seal of State

FEB 27 1980



George S. Baynard Jr.

555-1134

Broadway National Bank

By

Signature(s) of Debtor(s)

By

Signature(s) of Secured Party(s)

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code - 11 U.S.C. Part 44A and 5 U.S.C. Austin, Texas 78701.

(1) Filing Officer Copy - Numerical

STANDARD FORM - FINANCING STATEMENT - 1980 EDITION - TEXAS OFFICE OF THE SECRETARY OF STATE, TX 14-14

SECT OF TEXAS

JAN 20 00 22283

FILED 8:00 A.M.

1. Debtor(s) Name and Mailing Address. (Do not abbreviate)
TEXAS SOUTHERN RAILROAD, INC.
 P.O. Box 5752
 San Antonio, Texas 78201

Microfilm Index Number: (Filing Officer's Use Only)

1 0 0 0 0 0 2 2 2 3 3

2. Secured Party(ies) Name and Mailing Address:
FIRST REPUBLICBANK SAN ANTONIO, N.A.
 130 E. Travis
 San Antonio, Texas 78205

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.
 (WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

Five Railroad Passenger cars as follows:

exATSF 1371 (Name) 25-seat Club Lounge/Dormitory, Lot #979
 exATSF 1350 17-seat Lunch Counter/24-seat Diner, Lot #9627-013
 exATSF "Vista Cavern" 1 Bedroom/4 Drawing Rooms/16-seat
 Lounge/3E-Observation, Lot #6757-4115
 exRI 1560 8 Roomette/6Bedroom Sleeper (Parlor Car), Lot #6944-4195
 exMP 816 (silver feather) California Zephyr 70-seat Dome Coach/Lounge,
 Lot #9636-021

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

IN TESTIMONY WHEREOF, I
 have hereunto affixed my
 name officially and caused
 to be impressed hereon the
 Seal of State



George S. Baynard Jr.

Check only
if applicable

- Products of collateral are also covered.
 This Financing Statement is to be filed for record
in the real estate records. Number of additional sheets

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
 already subject to a financing statement filed in another country, or
 when is proceeds of the original collateral described above in which a security interest was perfected, or
 as to when the thing has lapsed, or
 assured after a change of name, identity or corporate structure of the debtor

Texas Southern Railroad, Inc.

First RepublicBank San Antonio, N.A.

Use whichever signature line is applicable

By *George S. Baynard Jr.*
Signature of Debtor(s)

By *Ronald W. Smith*
Signature of Secured Party

This Financing Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code. No representation is made as to its validity.

(1) Attorney / Notary / Certified Copy Service

3. Date, Time, Number and Filing Office (Filing Officer's Use Only)

SECY OF TEXAS

DEC 30 '88

FILED 8:00 AM

1. Debtor's Name and Mailing Address (Do not abbreviate)

Texas Southern Railroad, Inc.
P.O. Box 5752
San Antonio, Texas 78201

Microfilm Index Number (Filing Officer's Use Only)

7 0 0 . 0 0 6 1 3 3 5 3

2. Secured Party or Record and Mailing Address

NCNB Texas National Bank San Antonio
130 E. Travis St.
San Antonio, Texas 78205

4. This statement refers to original
Financing Statement No. 022283Date filed 1-28-88
Sec. of St. 1988Check only
if applicable This Financing Statement Change is to be filed for
record in the real estate records. Number of
additional sheets presented _____.

- A. AMENDMENT—The Financing Statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See instruction
2 on back of form for additional information.
- B. TOTAL ASSIGNMENT—All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address
are set forth in Item 6 below.
- C. PARTIAL ASSIGNMENT—Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address
are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.
- D. CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown
above is continued. A Continuation Statement may be filed by the Secured Party within six months prior to the expiration date.
- E. PARTIAL RELEASE—The Secured Party releases the following collateral described in Item 6 below which is described in the Financing Statement
bearing the file number shown above.
- F. TERMINATION—The Secured Party(ies) of record no longer claims a security interest under the Financing Statement bearing the file number shown
above.

Please amend passenger car #4 to read new serial from:

exRI 1560 8 roomette/6 bedroom sleeper (parts car), lot #6944-4195
to: exRI 2560 8 roomette/6 bedroom sleeper (parts car), lot #6944-4195

643353

Texas Southern Railroad, Inc.

NCNB Texas National Bank San Antonio

Please sign here
Do not type
Debtors signature

Khanda K. Saito
Signature of Secured Party(ies)

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
(1) Filing Officer Copy — Numerical

DRW Business Forms 0220 Premier Ave, Dallas, Texas 75267 (214) 638-4000
STANDARD FORM - FORM UCC-3 (Rev 9/86) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

3. Date, File Number and Type of Filing (UCC Article)

02/07/1980

File # 73533

F-143

Microfilm Index Number (Filing Officer's Use Only)

() 0 0 4 7 7

4. This instrument refers to original

Financing Statement No. RR-0222A3Date filed Jan. 28, 1980

Check only if applicable This Financing Statement Change is to be filed for record in the real estate records. Number of additional sheets presented _____.

AMENDMENT--The financing statement bearing the file number shown above in Item 4 is amended as set forth below in Item 6 below. See Item 2 on back of form for additional information.

TOTAL ASSIGNMENT--All of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below.

PARTIAL ASSIGNMENT--Some of Secured Party's rights under the Financing Statement have been assigned to the Assignee whose name and address are set forth in Item 6 below. A description of the collateral subject to the assignment is also set forth in Item 6 below.

CREDIT AGREEMENT--The original financing statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. A Continuation Statement may be filed by the Secured Party within 6 months prior to the expiration date.

PARTIAL RELEASE--The Secured Party releases the following collateral described in Item 6 below which is described in the financing statement bearing the number shown above.

TERMINAL DATE--The terminal date of record no longer exists. The financing statement bearing the file number shown above.

16. ASSIGNED NAME AND ADDRESS:

Dr. G. C. Smith
1221 Broadway
San Antonio, Texas 78215

Dr. J. M. McElroy
613 N. Main St. 302
Corpus Christi, Texas 78404

Frank P. Lee
2600 N. New Braunfels, Suite #541
San Antonio, Texas 78217

FILING OFFICER'S NOTE:
Any or parts of the text of this
instrument is not clearly legible
for satisfactory recording

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

FEB 2 7 1980

IN TESTIMONY WHEREOF, I
have hereunto affixed my
name officially and caused
to be impressed hereon the



George S. Baynard Jr.

File # 73533

FEDERAL DEPOSIT INSURANCE CORPORATION
Receiver of First RepublicBank San Antonio, TX

Signature(s) of Secured Party

FDIC Deposit Insurance Policy of \$100,000

SEARCHED INDEXED SERIALIZED FILED, FEB 2 1980, FDIC-ORIGINATOR

FEB 27 '90 12:59 CAPITOL SERVICES INC.

P.14

3. Date, Time, Number and Filing Officer (Filing Officer's Use Only)

SECY OF TEXAS
AUS 300203274
FILED

1. Debtor(s) Name and Mailing Address. (Do not abbreviate)

TEXAS SOUTHERN RAILROAD, INC.
P.O. BOX 5752
SAN ANTONIO, TEXAS 78201

2. Secured Party(ies) Name and Mailing Address

FIDELITY BANK, N.A.
P.O. BOX 47502
SAN ANTONIO, TEXAS 78265

Microfilm Index Number (Filing Officer's Use Only)

4. Assignee Name and Mailing Address

5. This Financing Statement covers the following types (or items) of property.
(WAVES off collateral is crops, fixtures, timber or minerals; read instructions on back.)

See Attached Schedule "A"

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

IN TESTIMONY WHEREOF, I
have hereunto affixed my
name officially and caused
to be impressed hereon the
Seal of State



George S. Baynard Jr.

Check only
if applicable

Products of collateral are also covered.

This Financing Statement is to be filed for record
in the real estate records. Number of additional sheets presented:

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

- Check
appropriate
box
- already, where to a security interest in another jurisdiction other than brought into this state, or when the debtor's business is conducted in more than one state;
 - already, subject to a financing statement filed in another country, or
 - where a proceeds of the original collateral described above in which a security interest was perfected, or
 - as to which the filing has lapsed, or
 - acquired after a change of name, identity or corporate structure of the debtor.

TEXAS SOUTHERN RAILROAD, INC.

FIDELITY BANK, N.A.

Use whichever signature line is applicable

By *George Price*
& Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

SCHEDULE "A"

TS 100 (ex-USS 723A) F7-A unit EMD Locomotive, Built 6/52,
 Serial No. 16595
 TS 101 (ex-USS 723B) F7-B unit EMD Locomotive, Built 2/53,
 Serial No. 17913
 TS 102 (ex-USS 724A) F7-A unit EMD Locomotive, Built 6/52,
 Serial No. 16596
 TS 103 (ex-USS 724B) F7-B unit EMD Locomotive, Built 2/53,
 Serial No. 17914
 TS 104 (ex-USS 726A) F7-A unit EMD Locomotive, Built 2/53,
 Serial No. 17910
 TS 105 (ex-USS 726B) F7-B unit EMD Locomotive, Built 2/53,
 Serial No. 17920
 TS 107 (ex-USS 712B) F7-B unit EMD Locomotive, Built 3/51,
 Serial No. 13689
 Ex-ATSF 3110, Budd 1938, Lot 999B, Bar 46-seat Lounge
 Passenger Car
 Ex-SF 1388, Budd 1941, Lot 96907, Bar 48-seat Lounge,
 Newsstand, Nurse Room
 Ex-SF 1389, Budd 1941, Lot 96907, Bar 48-seat Lounge,
 Newsstand, Nurse Room
 Ex-NYC 406, Budd 1947, Lot 9610-029, 68 seat Diner Table Car
 Amtrak 9545 (ex-HN 4730) Budd 1947, Lot 9646-015,
 California
 Zephyr 52 seat Dome Coach
 EX-IC 4128, Pullman Standard 1950, Plan 7605, 68 seat Dining
 Car
 EX-IC 4128A, Pullman Standard 1950, Plan 7607, Kitchen
 Dormitory
 Ex-RI 855, Budd 1953, Lot 9605-136, Baggage Car

and all appurtenances pertaining to said locomotives or cars.

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFYING that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

FEB 27 1990

IN TESTIMONY WHEREOF, I
 have hereunto affixed my
 name officially and caused
 to be impressed hereon the
 Seal of State

TEXAS SOUTHERN RAILROAD, INC.

BY: *George Pierce*
 GEORGE PIERCE

REC'D 30 MAR 20 92 74
 FILED 30 MAR 20 92 74
 SECY OF TEXAS



Geo S. Baynard Jr.

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

SECY OF TEXAS

SEP 23 88 22 1842

FILED 8:00 AM

1. Debtor(s) Name and Mailing Address. (Do Not Abbreviate)

Texas Southern Railroad, Inc.
 P. O. Box 5752
 San Antonio, Texas 78201

Microfilm Index Number: (Filing Officer's Use Only)

7 0 3 0 2 2 1 9 1 1

2 Secured Party(ies) Name and Mailing Address:

Willard L. King
 8620 N. New Braunfels, Suite 541
 San Antonio, Texas 78217

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.
 (A) All collateral is crops, fixtures, timber or minerals; read instructions on back)

TS 100 (ex-USS 723A) F7-A unit EMD Locomotive, Built 6/52, Serial No. 16595; TS 101 (ex-USS 723B) F7-B unit EMD Locomotive, Built 2/53, Serial No. 17913; TS 102 (ex-USS 724A) F7-A unit EMD Locomotive, Built 6/52, Serial No. 16596; TS 103 (ex-USS 724B) F7-B unit EMD Locomotive, Built 2/53, Serial No. 17914; TS 104 (ex-USS 726A) F7-A unit EMD Locomotive, Built 2/53, Serial No. 17910; TS 105 (ex-USS 726B) F7-B unit EMD Locomotive, Built 2/53, Serial No. 17920; TS 107 (ex-USS 712B) F7-B unit EMD Locomotive, Built 3/51, Serial No. 13689; Ex-ATSF 3118, Budd 1938, Lot 999B, Bar 46-seat Lounge Passenger Car; Ex-SF 1388, Budd 1941, Lot 96907, Bar 46-seat Lounge, Newsstand, Nurse Room; Ex-SF 1389, Budd 1941, Lot 96907, Bar 46-seat Lounge, Newsstand, Nurse Room; Ex-NYC 406, Budd 1947, Lot 9610-023, 68 seat Diner Table Car; Amtrak 9545 (ex-BN 4730) Budd 1947, Lot 9846-015, California Zephyr 52 seat Dome Coach; EX-IC 4128, Pullman Standard 1950, Plan 7605, 68 seat Dining Car; EX-IC 4128A, Pullman Standard 1950, Plan 7607, Kitchen Dormitory; Ex-RI 855, Budd 1953, Lot 9605-136, Baggage Car

Check only
if applicable Products of collateral are to be covered. This financing statement is to be filed for record
in the real estate records. Number of additional sheets presented

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

- | | |
|--|---|
| <input checked="" type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state; | <input type="checkbox"/> already subject to a financing statement filed in another county, or |
| <input type="checkbox"/> which is a prospectus of the original collateral described above in which a security interest was perfected; or | <input type="checkbox"/> as to which the filing has lapsed; or |
| <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor | |

G. Dwyer Pierce
 Signature(s) of Debtor(s)

Use whichever signature form is applicable

Willard L. King
 Signature(s) of Secured Party(ies)

		3. Date, Time, Number and Filing Officer (Filing Officer's Use Only)
		0 4 6 6 0 1
		Mar 3 11:28 AM '89
		SECRETARY OF TEXAS
		Microfilm Index Number (Filing Officer's Use Only)
		0 0 0 0 0 4 6 6 0 1
1. Debtor(s) Name and Mailing Address (Do not abbreviate)	2. Secured Party(ies) Name and Mailing Address	
Texas Southern Railroad, Inc. P.O. Box 5752 San Antonio, Texas 78201	Dr. Henry Renfert, Jr. 801 W. 34th Street Austin, Texas 78705	
4. Assignee Name and Mailing Address		

5. This Financing Statement covers the following types (or items) of property.
 WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

Amtrak 8300 (ex-C&O 1920) Budd 1948, Lot 9672-017, SE Observation
 48-seat Diner.

CERTIFIED COPY CERTIFICATE

The undersigned, as Secretary of the State of Texas, HEREBY CERTIFIES that this document bearing the noted certification stamp and assigned file number is a true and correct photographic reproduction of the original record now in my lawful custody and possession, as the same is filed and microfilmed in the Uniform Commercial Code financing statement records of my office.

IN TESTIMONY WHEREOF, I
 have hereunto affixed my
 name officially and caused
 to be impressed hereon the
 Seal of State

FEB 27 1990



George S. Baynard Jr.

Check only
 if applicable

- Products of collateral are also covered.
 This Financing Statement is to be filed for record
 in the real estate records. Number of additional sheets presented _____

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's business was transferred to this state, or
 already subject to a financing statement filed in another country, or
 when a proceeds of the original collateral described above in which a security interest was perfected, or
 as to which the filing has lapsed, or
 acquired after a change of name, identity or corporate structure of the debtor.

Texas Southern Railroad, Inc.

Dr. Henry Renfert, Jr.

Use whichever signature line is applicable

George S. Baynard Jr.
 Signature of Debtor(s)
 George S. Baynard, President

Henry Renfert
 Signature of Secured Party(s)

This Financing Statement is to be filed in a Filing Office for filing pursuant to the Uniform Commercial Code. FORM 11-1411-1A (1984) (REV. 1-1-87) F-1000 OFFICE OF THE SECRETARY OF STATE - TEXAS

Form 688(Y)

(Rev. January 1980)

Department of the Treasury - Internal Revenue Service

Notice of Federal Tax Lien Under Internal Revenue Laws

District

Serial Number

17-044-1

For Optional Use by Recording Office

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer **TEXAS SOUTHERN FARMERS INCORPORATED**

Residence **1000 OFFICE BLDG. #1700
SAN ANTONIO, TEXAS 78101**

IMPORTANT RELEASE INFORMATION: With respect to each assessment listed below, unless notice of lien is filed by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6326(a).

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Filing (e)	Unpaid Balance of Assessment (f)
041	12/31/89	74-2401840	03/13/89	04/12/90	26,095.37
Place of Filing Secretary of State P. O. Box 12146 Austin, Texas 78711				Total	26,095.37

This notice was prepared and signed at 2000 E. 6th STREET, AUSTIN, TX 78701, on this,

the 10 day of MAY, 1990.

R/R No: 28437

Signature

HENRY M. MCGOWAN

Title

CHIEF, SPECIAL PROCEDURE STAFF

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971-2 C.B. 408)

Form 688(Y) (Rev. 1-89)

Form G60(Y)

Department of the Treasury - Internal Revenue Service

(Rev. January 1978)

Notice of Federal Tax Lien Under Internal Revenue Laws

District

ATLANTA

Serial Number

168106

For Official Use by Recording Office

As provided by sections 6321, 6322, and 6323 of the Internal Revenue Code, notice is given that taxes (including interest and penalties) have been assessed against the following-named taxpayer. Demand for payment of this liability has been made, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer: TEXAS SOUTHERN RAILROAD
INCORPORATED

Mailing Address: P.O. BOX 8752
SAN ANTONIO, TEXAS 78201

IMPORTANT RELEASE INFORMATION: With respect to each assessment listed below, unless notice of lien is filed by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in I.R.C. 6325(e). Any taxes, interest or penalties due after the date of filing will be subject to collection by other means.

Line No. of Tax (1)	Tax Period Enlisted (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unified Identifier of the document (f)
1	12/1/74-12/31/75	274-2401540	10/2/75	10/4/1976	A/12/1/74-12/31/75

FILING OFFICER'S NOTE:

AN or parts of the text of this instrument is not clearly legible for satisfactory recordation.

Place of Filing

SECRETARY OF STATE

P.O. BOX 13492

AUSTIN, TEXAS 78771

Total

This instrument was prepared and signed at

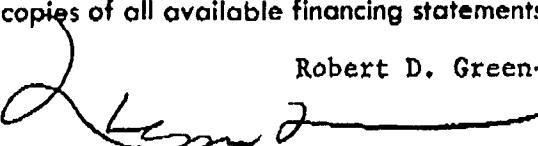
City of Atlanta, Georgia

THE CHIEF INSPECTOR FOR THE

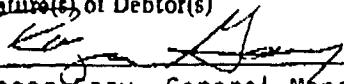
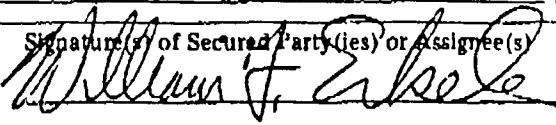
It is the general intent of Congress that acknowledgement is not essential to the validity of Notice of Federal Tax Lien under Internal Revenue Laws. (See C.R. 7124, 1971, 26 U.S.C. 6681.)

Form G60(Y) (Rev. 1-87)

UCC One General		
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First) Texas Southern Railroad Corp.	2. Debtor(s) Complete Address(es) P. O. Box 5752 San Antonio, TX 78201	3. For Filing Officer : (Date, Time, and Number) 10H 14 27 34 SECY OF TEXAS 9 25 56
3. & 4. Secured Party(ies) and Complete Address(es) National Railroad Passenger Corp. 60 Massachusetts Avenue, N.E. Washington, D.C. 20002	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) 6 (six) railroad baggage cars bearing wholly owned by National Railroad Passenger Corp. (Amtrak) and bearing Amtrak road numbers 1001, 1002, 1003, 1004, 1005, and 1006; this equipment is with Texas Southern solely for the purposes of refurbishing and retrofitting work.		
(If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)		
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (Describe Real Estate)		
8a. <input type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered.	No. of additional sheets presented. ()	
9. This statement to be returned after recordation to Secured Party, shown above XXXXX		
Signature(s) of Debtor(s) Roger Gary, General Manager	Signature(s) of Secured Party(ies) or Assignee(s) William E. Wade Corporate Secretary NATIONAL RAILROAD PASSENGER CORPORATION Type or Print Names Clearly Below Signature.	

<p>1. Debtor Name and Address:</p> <p>Texas Southern Railroad, Inc. 1000 N. Alamo San Antonio, Texas 78215</p>		<p>3. Party Requesting Information: (Name and Mailing Address)</p> <p>McCamish, Martin, Brown & Loeffler A Professional Corporation 175 E. Houston, Suite 1200 San Antonio, Texas 78205 Attn: O. Jerrold Winski</p>
<p>4.</p> <p>A <input checked="" type="checkbox"/> Filing officer please furnish a certificate listing all presently effective financing statements filed in the UCC records of your office naming the debtor above and any statements of assignments thereof. See instruction 4 on back of form for additional information.</p> <p>B. <input checked="" type="checkbox"/> Filing officer please furnish exact copies of each page of financing statements and statements of assignments on the certificate or listed below which are on file with your office. (If you cannot provide file numbers you must request a certificate.) See instruction 4 on back of form for additional information.</p>		
FILE NUMBER	DATE AND HOUR OF FILING	NAME AND ADDRESS OF SECURED PARTY
575835	12-14-89 8:45AM	NATL RAILROAD PASSENGER CP, 60 MASSACHUSETTS AVE, WASHINGTON, D.C. 20002
<p>Searched from 2-23-85 through 2-23-90.</p>		
<p>5 CERTIFICATE: The undersigned filing officer hereby certifies that to the best of our knowledge & belief.</p> <p>A. <input type="checkbox"/> the above listing is a record of all presently effective financing statements and statements of assignment which name the debtor above and which are on file in my office as of <u>2-23-</u>, 19<u>90</u>, at <u>4:30 P.M.</u></p> <p>B. <input type="checkbox"/> the attached _____ pages are true and exact copies of all available financing statements or statements of assignment listed in above request.</p>		
<p><u>2-28-90</u></p>		 <p>Robert D. Green-COUNTY CLERK</p> <p>Noemi Lagunas-deputy filing Officer</p>
<p>Date</p>		

UCC One General

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any): 575835
1. Debtor(s) Name (Last Name First) Texas Southern Railroad Corp.	2. Debtor(s) Complete Address(es) P. O. Box 5752 San Antonio, TX 78201	For Filing Officer (Date, Time and Number) DEC 14 A 15
3. & 4. Secured Party(ies) and Complete Address(es) National Railroad Passenger Corp. 60 Massachusetts Avenue, N.E. Washington, D.C. 20002	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	FILED IN OFFICE REG'D BY GREEN CLERK OF BEXAR CO.
7. This financing statement covers the following types (or items) of property: (Describe) 6 (six) railroad baggage cars wholly owned by National Railroad Passenger Corp. (Amtrak) and bearing road numbers 1001, 1002, 1003, 1004, 1005, and 1006; this equipment is with Texas Southern solely for the purposes of refurbishing and retrofitting work.		
(If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)		
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (Describe Real Estate)		
8a. <input type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered.	No. of additional sheets presented. ()	
9. This statement to be returned after recordation to Secured Party, shown above XXXX		
Signature(s) of Debtor(s)  Roger Gary, General Manager	Signature(s) of Secured Party(ies) or Assignee(s)  Corporate Secretary National Railroad Passenger Corporation	
Type or Print Names Clearly Below Signature.		

LERNER LAW BOOK CO., 53 E ST, N.W., Washington, D.C. 20001

12-14-89 0443473 0800450 \$25.00 Y 02 09274

NFO AMERICA--TEXAS UCCS AND FEDERAL TAX LIENS - Summary
SEARCH KEY: [TEXAS SOUTHERN]

O. Debtor	Secured Party/Assignee	Type Date Filed
35 TEXAS SOUTHERN NEWS PRINTI	IRS	TAX 01-05-87
36 TEXAS SOUTHERN NEWS PRINTI	IRS	TAX 04-16-87
37 TEXAS SOUTHERN NEWS PRINTI	FIRST TEXAS BANK	UCC 10-05-87
38 TEXAS SOUTHERN PETROLEUM C	COASTAL BEND NATIONAL BANK	UCC 09-17-86
39 TEXAS SOUTHERN PETROLEUM C	COASTAL BEND NATIONAL BANK	UCC 09-17-86
40 TEXAS SOUTHERN PETROLEUM C	COASTAL BEND NATIONAL BANK	UCC 09-17-86
41 TEXAS SOUTHERN PETROLEUM C	COASTAL BEND NATIONAL BANK	UCC 04-13-88
42 TEXAS SOUTHERN PETROLEUM C	COASTAL BEND NATIONAL BANK	UCC 11-27-89
43 TEXAS SOUTHERN PIPELINE IN	WINNIE PIPELINE COMPANY	UCC 12-05-87
44 TEXAS SOUTHERN RAILROAD IN	BROADWAY NATIONAL BANK	UCC 04-10-86 Rel-ICC
45 TEXAS SOUTHERN RAILROAD IN	BROADWAY NATIONAL BANK	UCC 10-09-86 Rel-ICC
46 TEXAS SOUTHERN RAILROAD IN	WILLARD L KING INVESTMENTS	UCC 12-01-86
47 TEXAS SOUTHERN RAILROAD IN	BROADWAY NATIONAL BANK	UCC 08-19-87 Rel-ICC
48 TEXAS SOUTHERN RAILROAD IN	FIRST REPUBLICBANK SAN ANTO	UCC 01-28-88
49 TEXAS SOUTHERN RAILROAD IN	FIDELITY BANK N A	UCC 08-30-88 ICC
50 TEXAS SOUTHERN RAILROAD IN	WILLARD L KING	UCC 09-23-88 ICC
51 TEXAS SOUTHERN RAILROAD IN	DR HENRY RENFERT JR	UCC 03-03-89

mber=MoreInfo RETURN=Summary Q=OrderCopy P#=Page N=NewSrch E=Exit
NFO AMERICA--TEXAS UCCS AND FEDERAL TAX LIENS - Summary 28-FEB-1990
SEARCH KEY: [TEXAS SOUTHERN] Page 4

O. Debtor	Secured Party/Assignee	Type Date Filed
52 TEXAS SOUTHERN RAILROAD IN	IRS	TAX 04-03-89
53 TEXAS SOUTHERN RAILROAD IN	IRS	TAX 06-01-89
54 TEXAS SOUTHERN RAILROAD IN	IRS	TAX 06-12-89
55 TEXAS SOUTHERN RAILROAD CO	NATIONAL RAILROAD PASSENGER	UCC 11-12-14-89
56 TEXAS SOUTHERN UNIVERSITY	FIRST NATIONAL BANK CHICAGO	UCC 10-02-89
57 TEXAS SOUTHERN UNIVERSITY	WEST PUBLISHING CO	UCC 04-22-87
58 TEXAS SOUTHERN UNIV-LAW SC	WEST PUBLISHING CO	UCC 04-22-87

44

SECRETARY OF STATE UCC AND LIEN--Detail

Registration Number: E0112627
Organization: State of New York

Filing Date: 10-10-1962 12:00

Contractor: THE NEW YORK STATE POWER & LIGHT
Co., Inc.
Contractor Address: 1000 Broadway

Address: 1000 Broadway
City: New York
State: NY
Zip: 10036

TERMINATION

ICC¹-Released

INFORMATION AMERICA NETWORK--TEXAS

28-FEB-1990

45 SECRETARY OF STATE UCC AND LIEN--Detail

Instrument Number: 86294872
Expiration Date: 02-25-89

Filing Date & Time: 10-09-1986 8:00

Debtor: TEXAS SOUTHERN RAILROAD INC
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: BROADWAY NATIONAL BANK
P O BOX 17001
SAN ANTONIO TX 78286

UCC-1 Transaction	Filing Date & Time
	08-26-1988 8:00

Rel. ICC

mber=MoreInfo RETURN=Summary O=OrderCopy N=NewSrch E=Exit

INFORMATION AMERICA NETWORK--TEXAS

28-FEB-1990

46 SECRETARY OF STATE UCC AND LIEN--Detail

Instrument Number: 86340435 Filing Date & Time: 12-01-1986 8:00
Expiration Date: 12-01-91

Debtor: TEXAS SOUTHERN RAILROAD INC
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: WILLARD L FING INVESTMENTS
8610 N NEW BRAUNFELS AVE
SAN ANTONIO TX 78217

M=MoreInfo R=RETURN=Summary O=OrderCopy N=NewSrch E=Exit

INFORMATION AMERICA NETWORK -- TEXAS 28-FEB-1990
48 SECRETARY OF STATE UCC AND LIEN--Detail

Instrument Number: 272146200 Filing Date & Time: 08-12-1987 9:00
Expiration Date: 08-12-1992

Debtors: TEXAS SOUTHERN RAILROAD INC
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: BROADWAY NATIONAL BANK
P O BOX 17001
SAN ANTONIO TX 78234

UCC-T Transaction Filing Date & Time

09-07-1989 8:00

ICC Released

M=MoreInfo R=RETURN=Summary O=OrderCopy N=NewSrch E=Exit

INFORMATION AMERICA NETWORK -- TEXAS 28-FEB-1990
48 SECRETARY OF STATE UCC AND LIEN--Detail

Instrument Number: 380222287 Filing Date & Time: 01-28-1988 8:00
Expiration Date: 01-28-93

Debtors: TEXAS SOUTHERN RAILROAD INC
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: FIRST REPUBLICBANK SAN ANTONIO N A
130 E TRAVIS
SAN ANTONIO TX 78205

Assignee: ESTATE OF ROY C SMITH
1221 BROADWAY

UCC-3 Transaction

Filing Date & Time

03-29-1989 8:00

12-30-1988 8:00

M=MoreInfo R=RETURN=Summary O=OrderCopy N=NewSrch E=Exit

ICC
K

28-FEB-1990

INFORMATION AMERICA NETWORK --TEXAS

49 SECRETARY OF STATE UCC AND LJEN--Detail

Instrument Number: S3200274

Filing Date & Time: 03-30-1989 8:00

Expirations Date: 02-28-91

Debtors: TEXAS SOUTHERN RAILROAD INC
P.O. BOX 511
360 ALTAIR DR. TX 78201

Secured Party: FIDELITY BANK, N.A.
P.O. BOX 47500
3711 ANTONIO, TX 78245

M=MoreInfo R=RETURN=Summary O=OrderCopy N=NewSrch E=Exit

INFORMATION AMERICA NETWORK--TEXAS
50 SECRETARY OF STATE UCC AND LIEN--Detail

29-FEB-1990

Instrument Number: 89046601 Filing Date & Time: 03-03-1989 6:00
Expiration Date: 09-03-92

Debtor: TEXAS SOUTHERN RAILROAD INC
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: WILLARD L FING
8620 N NEW BRAUNFELS STE E41
SAN ANTONIO TX 78217

ICC

Number=MoreInfo RETURN=Summary O=OrderCopy N=NewSearch E=Exit

INFORMATION AMERICA NETWORK--TEXAS
51 SECRETARY OF STATE UCC AND LIEN--Detail

29-FEB-1990

Instrument Number: 89046601 Filing Date & Time: 03-03-1989 11:22
Expiration Date: 03-03-94

Debtor: TEXAS SOUTHERN RAILROAD INC
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: DR HENRY RENFERT JR
801 W 34TH STREET
AUSTIN TX 78705

ber=MoreInfo RETURN=Summary O=OrderCopy N>NewSrch E=Exit

FORMATION AMERICA NETWORK--TEXAS

28-FEB-1990

52 SECRETARY OF STATE UCC AND LIEN--Detail

Instrument Number: E9074572

Filing Date & Time: 04-03-1989 8:00

Expiration Date: 01-04-95

Debtor: TEXAS SOUTHERN RAILROAD INCORPORATED
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: IRE

AUSTIN TX

ber=MoreInfo RETURN=Summary O=OrderCopy N>NewSrch E=Exit

FORMATION AMERICA NETWORK--TEXAS

28-FEB-1990

53 SECRETARY OF STATE UCC AND LIEN--Detail

Instrument Number: 89125100

Filing Date & Time: 06-01-1989 8:00

Expiration Date: 04-12-95

Debtor: TEXAS SOUTHERN RAILROAD INCORPORATED
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: IRE

AUSTIN TX

ber=MoreInfo RETURN=Summary O=OrderCopy N=NewSrch E=Exit

INFORMATION AMERICA NETWORK--TEXAS
5411 SECRETARY OF STATE UCC AND LIEN--Detail

28-FEB-1990

Instrument Number: 89134402 Filing Date & Time: 06-12-1989 8:00
Expiration Date: 04-12-95

Debtor: TEXAS SOUTHERN RAILROAD INCORPORATED
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: TPS

ALBETT, TX

ber=MoreInfo RETURN=Summary O=OrderCopy N=NewSrch E=Exit

FORMATION AMERICA NETWORK -- TEXAS
55 SECRETARY OF STATE UCC AND LIEN--Detail

28-FEB-1990

Instrument Number: 89273456 Filing Date & Time: 12-14-1989 9:22
Expiration Date: 12-14-94

Debtor: TEXAS SOUTHERN RAILROAD CORP
P O BOX 5752
SAN ANTONIO TX 78201

Secured Party: NATIONAL RAILROAD PASSENGER CORP
60 MASSACHUSETTS AVE NE
WASHINGTON DC 20002

ber=MoreInfo RETURN=Summary O=OrderCopy N=NewSrch E=Exit

FIDELITY BANK

RECORDED
15789

AUG 29 1988 11 25 AM

HARTE HANKS TOWER CONCORD PLAZA
7710 JONES MALTSEERGER
P O BOX 47502
SAN ANTONIO TX 78265 7502
(512) 829-4000

INTERSTATE COMMERCE COMMISSION

August 22, 1988

13rd

AUG 29 11 20 AM '88
MOTOR VEHICLE
MAIL

Mr. James H. Bayne, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Mr. Bayne:

Enclosed are two copies of the document, described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

The primary document is a security agreement dated August 18, 1988. The names and addresses of the parties to the document are as follows:

Mortgagor: Texas Southern Railroad, Inc.
P. O. Box 5752
San Antonio, Texas 78201

Mortgagee: Fidelity Bank, N. A.
P. O. Box 47502
San Antonio, TX 78265

The equipment covered by the document is described as follows:

TS 100 (ex-USS 723A) F7-A unit EMD Locomotive, Built 6/52,
Serial No. 16595
TS 101 (ex-USS 723B) F7-B unit EMD Locomotive, Built 2/53
Serial No. 17913
TS 102 (ex-USS 724A) F7-A unit EMD Locomotive, Built 6/52
Serial No. 16596
TS 103 (ex-USS 724B) F7-B unit EMD Locomotive, Built 2/53,
Serial No. 17914
TS 104 (ex-USS 726A) F7-A unit EMD Locomotive, Built 2/35,
Serial No. 17910
TS 105 (ex-USS 726B) F7-B unit EMD Locomotive, Built 2/53,
Serial No. 17920
TS 107 (ex-USS 712B) F7-B unit EMD Locomotive, Built 3/51,
Serial No. 13689
Ex-ATSF 3118, Budd 1938, Lot 999B, Bar 46-seat Lounge
Passenger Car

Mr. James H. Bayne
August 22, 1988
Page 2

Ex-SF 1388, Budd 1941, Lot 96907, Bar 48-seat Lounge,
Newstand, Nurse Room
Ex-SF 1389, Budd 1941, Lot 96907, Bar 48-seat Lounge,
Newstand, Nurse Room
Ex-NYC 406, Budd 1947, Lot 9610-023, 68 seat Diner Table Car
Amtrak 9545 (ex-BN 4730) Budd 1947, Lot 9846-016, California
Zephyr 52-seat Dome Coach
EX-IC 4128, Pullman Standard 1950, Plan 7605, 68-seat Dining
Car
EX-IC 4128A, Pullman Standard 1950, Plan 7607, Kitchen
Dormitory
EX-RI 855, Budd 1953, Lot 9605-136, Baggage Car

A fee of \$50.00 is enclosed for recordation of one of the enclosed original security agreements as a primary document. Please return the other copy of the security agreement with recording verification to Fidelity Bank, N. A., Attention: Beverly M. Fortner, Fidelity Bank, N. A. P. O. Box 47502, San Antonio, Texas 78265.

A short summary of the document, to appear in the index, follows:

Security Agreement between Texas Southern Railroad, Inc.
P. O. Box 5752, San Antonio, Texas 78201 and Fidelity Bank, N. A.,
P. O. Box 47502, San Antonio, Texas 78265 dated August 18, 1988,
and covering the following railroad cars:

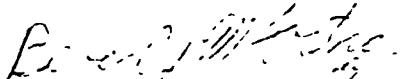
TS 100 (ex-USS 723A) F7-A unit EMD Locomotive, Built 6/52,
Serial No. 16595
TS 101 (ex-USS 723B) F7-B unit EMD Locomotive, Built 2/53,
Serial No. 17913
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Serial No. 17914
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Serial No. 17910
TS 105 (ex-USS 726B) F7-B unit EMD Locomotive, Built 2/53,
Serial No. 17920
TS 107 (ex-USS 712B) F7-B unit EMD Locomotive, Built 3/51,
Serial No. 13689
Ex-ATSF 3118, Budd 1938, Lot 999B, Bar 46-seat Lounge
Passenger Car
Ex-SF 1388, Budd 1941, Lot 96907, Bar 48-seat Lounge
Newstand, Nurse Room
Ex-SF 1389, Budd 1941, Lot 96907, Bar 48-seat Lounge
Newstand, Nurse Room
Ex-NYC 406, Budd 1947, Lot 9610-023, 68 seat Diner Table Car
Amtrak 9545 (ex-BN 4730) Budd 1947, Lot 9846-015, California
Zephyr 52-seat Dome Coach
EX-IC 4128, Pullman Standard 1950, Plan 7605, 68-seat Dining
Car

Mr. James M. Payne
August 22, 1988
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EX-IC4128A, Pullman Standard 1950, Plan 7607, Kitchen
Dormitory
EX-RI 855, Budd 1953, Lot 9605-136, Baggage Car

Thank you for your assistance with this transaction, Please contact
me immediately if you have any questions or needs.

Sincerely,



Beverly M. Fortner
Senior Vice President

BMF/jlg

Enclosures (3)

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

8/29/88

Fidelity Bank, N.A.
Attn: Beverly M. Foetner
P.O.Box 47502
San Antonio, TX 78265

Dear

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/29/88 at 11:25AM , and assigned recordation number(s). 15789

Sincerely yours,

Yveta R. McGee

Secretary

Enclosure(s)